BJ's Timber Flooring
ABN: 92 023 886 452 • ACN:069 151 551
12 Burgay Court, Osborne Park WA 6017
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WARRANTY AGAINST DEFECTS

Provide Holdings Pty Ltd ATF A J Evans Trust T/A BJ's Timber Flooring and its successors and assigns ("the Supplier") provides the following limited warranty against defects to:

("the Customer") ***[Insert Customer's Name In Box Above]***

1 WHAT THIS WARRANTY RELATES TO

1.1 This warranty relates to Allure & Excelsior Engineered Oak which is provided to the original purchaser and the defect comes apparent and is reported to the Supplier in accordance with clause 4.1 ("**Defect**").

1.2 All timber, as a natural product, is prone to some movement and this is to be expected. During the life of a timber floor, it will to some extent exhibit movement such as contraction / shrinkage and or expansion. These are not considered faults and are not covered under the warranty. Extreme climatic variation may result in excessive movement that can ultimately end in failure.

1.3 The conditions applicable to the warranty given by clause 4.1 are:

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
  (i) failure on the part of the Customer to properly maintain or store any Goods or to follow any instructions or guidelines provided by the Supplier; or
  (ii) the Customer using the Goods for any purpose other than that for which they were designed; or
  (iii) colour and grain variations;
  (iv) gloss reduction;
  (v) scratches, indentations or dents;
  (vi) intentional or unintentional misuse, negligence or damage caused by water, liquids, insects, animals, spiked or heeled shoes or high traffic areas;
  (vii) excessive heat, temperature, sunlight and humidity levels;
  (viii) excessive sub floor moisture;
  (ix) fine surface checking or splitting;
  (x) colour change due to sunlight UV or oxidisation;
  (xi) uneven subfloor;
  (xii) building movement;
  (xiii) colour variations between boards and batches;
  (xiv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  (xv) improper application or installation; or
  (xvi) fair wear and tear, man made or natural disasters or any accident or act of God.

(b) in respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim; and

(c) the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.

1.4 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

1.5 In the event that the manufacturer's Goods are deemed to be faulty, the Supplier reserves the right to halt the commencement for repair or replacement Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the repair or replacement of the Goods.

1.6 Regular preventative maintenance and cleaning is recommended as well as a programmed maintenance inspection and the following should be carried out, unless otherwise indicated in writing between the Supplier and the Customer:

(a) clean the floor at least once a week to prevent the build-up of grit, dust & dirt on the surface. Clean more frequently in high traffic areas or as required
(b) have mats both inside & outside external doors to trap grit & remove moisture from shoes
(c) remove spills immediately and spot clean the area using the recommended cleaner and a soft cloth
(d) consider having rugs in high traffic areas to reduce localised wear on the floor. Rugs should allow the floor to breathe
(e) install timber floor guards on the base of furniture legs, particularly frequently moved items such as chairs
(f) avoid creating indentations in the floor for example spiked shoes, stiletto heels and pet claws
(g) do not drag items across your floor. Sand or grit may scratch the coating, or a sharp edge may gouge the timber

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(h) humidity levels must be maintained between thirty percent (30%) and seventy percent (70%) where humidifiers or dehumidifiers may be required
(i) wipe up spills immediately
(j) cleaning your floor is an essential part of prolonging the life of the finish
(k) remove all loose dirt, grit, and dust before cleaning
(l) steam cleaners are not recommended by coating manufacturers to clean floors
(m) should vacuum cleaners are used to clean floors then a specific vacuum head designed for timber floors must be used
(n) damp spray or mop only. Never "wet mop" your floor. Too much water will cause your floor to swell, lifting the board edges and leaving the surface uneven & lead to dirt build up in the grain and edges.
(o) only use recommended timber floor cleaners on your floor. Do not use household cleaners, chemicals or polishes. These materials may damage the finish and make over-coating difficult in the future.

2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY

2.1 The Supplier will return defective products to the distributor or manufacturer to be inspected and replaced.

2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

3.1 To claim the benefit of the warranty, the Customer will need to:
(a) present the claim within thirty (30) days after any faults or defects are discovered covered under this warranty;
(b) present the defective Goods to the Supplier for inspection or otherwise provide evidence of the claimed Defect; and
(c) provide evidence of proof of purchase stating the product type, price, and date of purchase upon request by the Supplier.

3.2 Defective products should not be installed and shall be returned to the Supplier to be inspected and replaced.

3.3 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).

3.4 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person or mailed to the address on this form.

3.5 The Customer acknowledges and accepts that all warranty claims will be dealt with by the Supplier during the normal hours, Monday-Friday. In the event that the Supplier is required to provide the Services urgently, that may require the Supplier's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Supplier reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between the Supplier and the Customer.

4 DURATION OF WARRANTY

4.1 The expressed warranty will cease in respect of the Goods supplied from the date of installation in accordance with clause 7 of the Supplier's Terms and Conditions of Trade subject to:

4.2 ***Fifteen (15) Year Residential / Commercial Structural Integrity Warranty***
The manufacturer warrants that the original manufactured product will be free from defects including construction, materials & workmanship
The warranty covers the following items:
(i) Delamination
(ii) Warping

4.3 If a Defect does not materialise in the Goods prior to the date provided in clause 4.1, the Supplier will have no liability to the Customer under this Warranty Against Defects and the Customer releases the Supplier from all claims for loss or damage in any way connected with the Goods from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

5.1 The Supplier is responsible for the costs directly associated with repairing or replacing the defective Goods only.

Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.

6.2 The Supplier's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.

6.3 In the event that the Goods/Services are deemed defective (or part of them), the Customer is entitled to (within a reasonable time):
(a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
(b) a refund if the Supplier is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
(c) resupply or fix a problem with Services (or part of them); and

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(d) in the event of a ***major failure*** with the Goods/Services, the Customer shall be entitled to:
   (i) ***Goods*** -a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
   (ii) ***Services***-cancel the Customer's Service Contract with the Supplier and a refund for the unused portion or compensation for its reduced value.

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WARRANTY CLAIM FORM

Warranty Providers Name:	**Provide Holdings Pty Ltd ATF A J Evans Trust T/A BJ's Timber Flooring**
	ABN: 92 023 886 452 • ACN:069 151 551
Warranty Providers Address:	**12 Burgay Court, Osborne Park WA 6017**
Customer**:**	
Contact No.	.....
	.....
Description of Goods/Services provided:	.....
	.....
	.....
	.....
	.....
Receipt enclosed: *(tick box)*	❒ **Yes** ❒ **No**
Receipt No:	.....
Description of defects (Give as much detail as possible. Use a separate page if required):	.....
	.....
	.....
	.....
	.....
Date of purchase/Goods provided:	.....
	.....
	.....

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed: .....

Name *(please print)*:.....

Dated: .....

[**Please note**, the issue or completion of this form by the Customer does not constitute an admission of liability by the Supplier]

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